

BLANK ROME, LLP  
Attorneys for Plaintiff  
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
The Chrysler Building  
New York, NY 10174  
(212) 885-5000

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

INDIA STEAMSHIP COMPANY  
LIMITED,

Plaintiff,

- against -

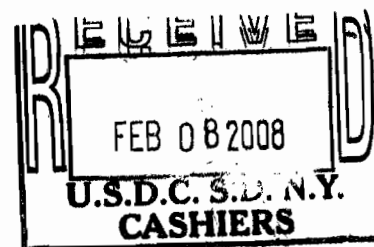
KOBIL PETROLEUM LIMITED,

Defendant.

**Judge Berman**

**08 CV 1290**  
08 Civ.

**VERIFIED COMPLAINT**



Plaintiff, INDIA STEAMSHIP COMPANY LIMITED (“ISC” or “Plaintiff”), as Owner of the M/T RATNA SHALINI, by its attorneys Blank Rome, LLP, complaining of the above-named Defendant KOBIL PETROLEUM LIMITED (“Kobil” or “Defendant”), alleges upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction, as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. The Court has subject matter jurisdiction.

2. At all material times, India was and now is a foreign company organized and existing under the laws of India and the owner of the Motor Tanker RATNA SHALINI (the “Vessel”).

3. At all material times, Defendant was and now is a corporation organized and existing under the laws of Kenya.

**THE BASIC FACTS**

4. Plaintiff chartered the Vessel under a contract of charter party dated February 23, 2005 to Kobil (the "Charter").

5. The Vessel was directed by Kobil under the Charter to discharge at Mombasa, Kenya where the Vessel was damaged.

6. Kobil warranted that Mombasa was a safe port.

7. ISC has demanded arbitration of its claims arising from Kobil's breach of the Charter in respect of which it has incurred loss and damage in the amount of \$1,091,265, as may be so nearly determined at present, consisting of:

Repair Costs and Charges	\$117,945
Lost Earnings	\$556,496
Damages arising from oil spill	\$416,824

8. The Charter is subject to English law and London arbitration. This action is expressly filed without prejudice to that right of arbitration.

**COUNT I**

**RULE B RELIEF**

9. Plaintiff repeats paragraphs 1 through 8 as if fully set forth herein.

10. Plaintiff seeks issuance of process of maritime attachment so that it may obtain security for its claims including its English attorneys' fees and arbitrators' fees

which are routinely awarded in London arbitration and no security for Plaintiff's claim has been posted by Defendant or anyone acting on its behalf to date.

11. At best as can now be estimated, Plaintiff expects to recover the following amounts in the arbitration:

A. On the principal claim	\$1,091,265
B. Estimated Recoverable English Lawyers and Arbitrators' Fees & "Costs"	\$ 300,000
C. Interest over the course of 3 years at prime rate average of 8% per annum:	<u>\$ 261,903</u>
<b>TOTAL:</b>	<b>\$1,653,168</b>

12. Defendant cannot be found within this district within the meaning of Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure ("Rule B"), but is believed to have, or will have during the pendency of this action, assets in this jurisdiction.

**WHEREFORE**, Plaintiff prays:

A. That process in due form of law issue against Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;

B. That since Defendant cannot be found within this District pursuant to Rule B, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B attaching all of Defendant's tangible or intangible property or any other funds held by any garnishee, which are due and owing to Defendant up to the amount of \$1,653,168 to secure the Plaintiff's claims, and that all

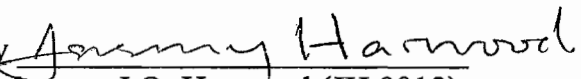
persons claiming any interest in the same be cited to appear and, pursuant to Rule B, answer the matters alleged in the Verified Complaint;

C. That this Court retain jurisdiction over this matter through the entry of a judgment or award associated with the pending claims including appeals thereof.

D. That Plaintiff may have such other, further and different relief as may be just and proper.

Dated: New York, NY  
February 8, 2008

Respectfully submitted,  
BLANK ROME, LLP  
Attorneys for Plaintiff

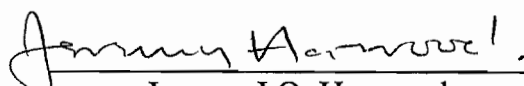
By   
Jeremy J.O. Harwood (JH 9012)  
405 Lexington Avenue  
New York, NY 10174  
Tel.: (212) 885-5000

**VERIFICATION**

STATE OF NEW YORK       )  
                                      : ss.:  
COUNTY OF NEW YORK    )

Jeremy J.O. Harwood, being duly sworn, deposes and says:

1. I am a member of the bar of this Honorable Court and of the firm of Blank Rome, LLP, attorneys for Plaintiff.
2. I have read the foregoing Complaint and I believe the contents thereof are true.
3. The reason this Verification is made by deponent and not by Plaintiff is that Plaintiff is a foreign corporation, no officer or director of which is within this jurisdiction.
4. The sources of my information and belief are documents provided to me and statements made to me by representatives of Plaintiff.

  
Jeremy J.O. Harwood

Sworn to before me this  
8th day of February, 2008



Notary Public

NEAL MITCHELL  
Notary Public, State of New York  
No. 01M16114408  
Qualified in New York County  
Commission Expires Aug. 16, 2012

BLANK ROME, LLP  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

INDIA STEAMSHIP COMPANY  
LIMITED,

Plaintiff,

- against -

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**AFFIDAVIT UNDER  
SUPPLEMENTAL RULE B**

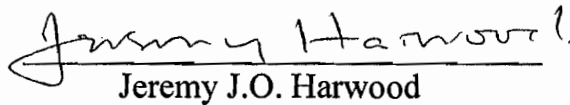
STATE OF NEW YORK     )  
                                      : ss.:  
COUNTY OF NEW YORK    )

JEREMY J.O. HARWOOD, being duly sworn, deposes and says:

1. I am a member of the Bar of this Honorable Court and a member of the firm of Blank Rome, LLP, attorneys for the Plaintiff herein. I am familiar with the circumstances of the complaint and submit this affidavit in support of Plaintiff's request for the issuance of process of maritime attachment and garnishment of the property of defendant KOBIL PETROLEUM LIMITED, as Charterer of the M/T RATNA SHALINI, a company organized and existing under the laws of Kenya, pursuant to Rule B of the

Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure.

2. The defendant is not incorporated or registered to do business in this State.
3. Under my supervision, my office did a search of the New York State Secretary of State, Division of Corporations, Transportation Tickler (2007 edition), telephone assistance in New York City, and the internet Yellow Pages.
4. In our search, we did not find any listing or reference to defendant in this district or state.
5. In the circumstances, I believe the defendant cannot be "found" within this district.

  
Jeremy J.O. Harwood

Sworn to before me this  
8th day of February, 2008

  
Notary Public

NEAL MITCHELL  
Notary Public, State of New York  
No. 01M1814408  
Qualified in New York County  
Commission Expires Aug. 16, 2012